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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON
AT YAKIMA

JESSE L. WESLEY III)	No. 1:15-cv-03012-LRS
)	
Plaintiff,)	STIPULATED PROTECTIVE
vs.)	ORDER
)	
Townsquare Media West Central)	
Radio Broadcasting, Townsquare)	
Media Tri-Cities, LLC, and)	
Townsquare Media Yakima, LLC)	
)	
Defendants.)	
)	

STIPULATION

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection may be warranted.

1 Accordingly, the parties hereby stipulate to and petition the court to enter the
2 following Stipulated Protective Order.

3 **1. Confidential Material**

4 It is hereby stipulated between Plaintiff Jesse L. Wesley III ("Plaintiff") and
5 Defendants Townsquare Media West Central Radio Broadcasting, LLC
6 ("WCRB"), Townsquare Media Tri-Cities, LLC ("Tri-Cities"), and Townsquare
7 Media Yakima, LLC ("Yakima") (collectively referred to herein as "Defendants")
8 in the above-captioned action that the confidentiality provisions described herein
9 shall govern the following information, documents, and tangible things that will
10 be produced or otherwise exchanged in this matter:

11 1) All addresses, telephone numbers, salary information, and social security
12 numbers of the Plaintiff and current and former employees and/or customers of
13 the Defendants.

14 2) All information and documents which are provided in response to
15 requests for production which seek documents contained in any individual's
16 "personnel file," except for Plaintiff's personnel file and other related employment
17 documents provided by Plaintiff to WCRB during Plaintiff's employment,
18 including but not limited to requests for medical leave.

19 3) Medical records of any non-party or of Plaintiff.

20 4) Financial statements, proprietary documents, and tax records of
21 Defendants.

22 5) Financial and proprietary documents of Plaintiff not in the public domain
23 or subject to public disclosure;

24 6) Investigation files into situations involving employees or former
25 employees of Defendants.
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1 7) Any documents produced by a party in this action which are, in good
2 faith, determined by the producing party to contain confidential or proprietary
3 information, including without limitation financial information, personnel and
4 payroll information, or other commercially sensitive or personally sensitive
5 information of a non-public nature, provided each is so marked, by stamping each
6 page of the document "Confidential."

7 Good cause exists why this information should be held confidential. For
8 example, employees, and former employees of Defendants may feel that their
9 privacy has been invaded by production of identifying information or information
10 from their personnel files, security files, police files or medical records, and might
11 pursue an action against Defendants for such invasion absent this order. Financial
12 records of the Defendants and Plaintiff, and medical records of the Plaintiff or any
13 non-party, whether or not any privilege applies or is waived, remain sensitive and
14 confidential information, for which wider than necessary disclosure may be
15 embarrassing, unfairly disadvantageous, and an invasion of privacy. Additional
16 information which a party, in good faith, determines to be of a similar nature
17 should also be held confidential. However, there should also be a mechanism for a
18 party to dispute the confidentiality designation of the other party.

19 **2. Scope**

20 The protections conferred by this agreement cover not only confidential
21 material (as defined above), but also (1) any information copied or extracted from
22 confidential material; (2) all copies, excerpts, summaries, or compilations of
23 confidential material; and (3) any testimony, conversations, or presentations by
24 parties or their counsel that might reveal confidential material. However, the
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1 protections conferred by this agreement do not cover information that is in the
2 public domain or becomes part of the public domain through trial or otherwise.

3 The parties therefore further stipulate and request the Court to enter an order,
4 as follows:

5 **3. Manner and Timing of Designations**

6 Except as otherwise provided in this agreement, or as otherwise stipulated or
7 ordered, disclosure or discovery material that qualifies for protection under this
8 agreement must be clearly so designated before or when the material is disclosed
9 or produced.

10 1) Information in documentary form (e.g., paper or electronic documents
11 and deposition exhibits, but excluding transcripts of depositions or other pretrial or
12 trial proceedings): the designating party must affix the word "CONFIDENTIAL"
13 to each page that contains confidential material. If only a portion or portions of the
14 material on a page qualifies for protection, the producing party also must clearly
15 identify the protected portion(s) (e.g., by making appropriate markings in the
16 margins).

17 2) Testimony given in deposition or in other pretrial or trial proceedings:
18 It shall be presumed that any confidential material that is referred to, or marked as
19 an exhibit, during any deposition shall remain confidential material. Any party or
20 non-party may, within fifteen days after receiving a deposition transcript, designate
21 portions of the transcript or exhibits thereto as confidential material.

22 3) Other tangible items: the producing party must affix in a prominent
23 place on the exterior of the container or containers in which the information or
24 item is stored the word "CONFIDENTIAL." If only a portion or portions of the
25 information or item warrant protection, the producing party, to the extent
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1 practicable, shall identify the protected portion(s).

2 4) Inadvertent Failures to Designate. If timely corrected, an inadvertent
3 failure to designate qualified information or items does not, standing alone, waive
4 the designating party's right to secure protection under this agreement for such
5 material. Upon timely correction of a designation, the receiving party must make
6 reasonable efforts to ensure that the material is treated in accordance with the
7 provisions of this agreement.

8 **4. Access To and Use of Confidential Material**

9 1) Information and documents covered by this protective order shall not
10 be used for any purpose except in connection with this litigation, and shall not be
11 delivered, exhibited or disclosed to any person, other than the author of the
12 document in question, except: a) Counsel and their clients involved in this
13 litigation; b) Employees of counsel assisting said counsel in the preparation and
14 trial of this matter; c) Experts or other witnesses with whom counsel consult in
15 preparation for this litigation; d) the court, court personnel, and court reports and
16 their staff; e) during their depositions, witnesses in the action to whom disclosure
17 is reasonably necessary, f) the author or recipient of a document containing the
18 information or a custodian, g) the videographer or court reporter recording a
19 deposition in the litigation at which Confidential Materials are discussed and/or
20 presented; h) any mediator or discovery referee in this litigation, and employees
21 and personnel of said mediator or discovery referee, and i) any other individuals
22 agreed to in writing by the designated party.

23 2) Before counsel shall deliver, exhibit or disclose any information
24 and/or document covered by this agreed protective order to any expert or other
25 witness as described in the foregoing paragraph, counsel shall require such person
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1 to read a copy of this protective order and to sign a statement, in the form of
2 Attachment A hereto, indicating that the person has read and shall abide by this
3 order.

4 3) Nothing in this protective order shall prevent the use of covered
5 material at time of trial; on motion, including summary judgment; or in any
6 discovery hearing or deposition. Nothing in this protective order shall be
7 considered a waiver of any objection or response to objection regarding
8 admissibility or use of covered material. If information and/or documents covered
9 by the protective order are used in or in support of pleadings or briefs, the fact that
10 the information or documents exist may be referred to, but the confidential
11 information or documents themselves shall be redacted or filed under seal. Should
12 either party fail to file confidential documents under seal, they may be removed
13 from the public file and filed under seal upon the request of either party to the
14 Clerk of the Court.

15 This Stipulation does not authorize a party to file documents under seal
16 simply based on the fact that they were marked by one of the parties as
17 "confidential." The parties will seek an order from the Court to file documents
18 under seal. Such a motion or stipulation and proposed order must provide a
19 specific description of the particular documents or categories of documents sought
20 to be protected and a "clear statement of the facts justifying a seal and overcoming
21 the strong presumption in favor of public access."

22 5) A party will not be obligated to challenge the propriety of a
23 designation of Protected Material at the time made, and a failure to do so shall not
24 preclude a subsequent challenge thereto. Any party may request in writing to the
25 party who designated the Protected Material as Confidential that the designation be
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1 modified or withdrawn. If the designating party does not agree to such
2 redesignation within ten (10) days of receipt of the written request, the requesting
3 party may apply to the Court for relief. The parties will attempt to resolve any
4 disagreement before applying to the Court. Upon any such application to the Court
5 for relief, the burden shall be on the designating party to show why its
6 confidentiality designation is proper. Agreement of the parties to this Stipulated
7 Protective Order shall not be construed as an agreement or admission by any party
8 that the designation of Protected Material by another party is in any way proper or
9 correct.

10 6) The terms of this protective order may be modified by written
11 stipulation of the parties or later Order of the Court. Either party may apply to the
12 Court for modification or interpretation of this order by telephonic conference or
13 written motion.

14 7) At the conclusion of this action or any appeals thereof, all
15 confidential documents shall be returned or destroyed if requested by the
16 propounding party in writing.

17 8) The parties view this stipulation as binding pending signature of the
18 Court.

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Jointly Presented by:

Favian Valencia, WSBA #43802
Attorney for Plaintiff

Date: _____

Sarah N. Turner, WSBA #37748
Attorney for Defendants

Date: _____

Molly B. Cowan,
Attorney for Defendants, TX License #24025312

Date: _____

ORDER

IT IS SO ORDERED.

DATED this 12th day of May, 2016.

s/Lonny R. Suko

LONNY SUKO
SENIOR U. S. DISTRICT COURT JUDGE

ATTACHMENT A

STATE OF WASHINGTON)

COUNTY OF _____)

_____, being first duly sworn on oath, deposes and says:

1. I have read a copy of the Protective Order dated _____, in the action entitled *Jesse L. Wesley III v. Townsquare Media West Central Radio Broadcasting, Townsquare Media Tri-Cities, LLC, and Townsquare Media Yakima, LLC*, understand the same and shall abide by it.

2. If a party, their attorneys, or other agent shall deliver, exhibit or disclose to me any information or document which has been designated as confidential under the terms of the Protective Order, I shall not use such information or document for any purpose except in connection with the above-entitled action, and I shall not deliver, exhibit, or disclose such information or document to, or discuss the contents of such information or document with, any persons except with parties to this action, their counsel of record and such employees and agents of said counsel as are assisting counsel in the preparation or trial of the action.

Signature

date

printed name

SUBSCRIBED AND SWORN to before
me this ____ day of
_____, 2015.

NOTARY PUBLIC in and for the State
of Washington, residing at

My commission expires:

STIPULATED PROTECTIVE ORDER -9

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